

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM830658

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIRSTLINE TRANSPORTATION SECURITY, INC.		07/20/2023	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2968384	FIRSTLINE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6123402600		
Email:	IP.Docket@dorsey.com		
Correspondent Name:	Cathleen F. Dahl - DORSEY & WHITNEY LLP		
Address Line 1:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	059235-11126		
NAME OF SUBMITTER:	Cathleen F. Dahl		
SIGNATURE:	/Cathleen F. Dahl/		
DATE SIGNED:	08/09/2023		
Total Attachments: 5			
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Confirmatory Grant of Security Interest in Trademarks

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of July 20, 2023, by and from the Persons listed on the signature pages hereto as grantors (the "Grantors"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, SMS HOLDINGS CORPORATION, a Delaware corporation (the "Borrower") and the Secured Party are parties to that certain Credit Agreement dated as of the date hereof (as the same may hereafter be amended, supplemented, extended, restated, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders agree, among other things, to extend to the Borrowers certain credit accommodations.

WHEREAS, the Grantors have entered into a Guaranty dated concurrently herewith (as amended, supplemented, extended, restated or otherwise modified from time to time) pursuant to which the Grantors have agreed, among other things, to guarantee the obligations of the Borrowers under the Credit Agreement;

WHEREAS, the Grantors have granted security interests to the Secured Party under the Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantors own the trademarks (the "Trademarks") listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantors (at the Grantors' expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantors hereby grant to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantors.

(c) Notwithstanding the immediately preceding Section 2(b), this Confirmatory Grant will not relate to or affect Grantors' trademark applications based on intent-to-use the mark—which are identified and marked with an asterisk in Exhibit A—until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.


(d) Unless and until an Event of Default occurs and is continuing, the Grantors shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks, Patents and Copyrights in the ordinary course of the business of the Grantors.

THE VALIDITY, CONSTRUCTION AND ENFORCEABILITY OF THIS CONFIRMATORY GRANT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES THEREOF (OTHER THAN THE PROVISIONS OF SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).


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IN WITNESS WHEREOF, the Grantors has executed this Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

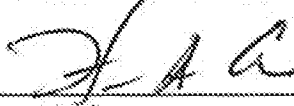
SMS HOLDINGS CORPORATION

By: 
Name: Hiram A. Cox
Title: Secretary

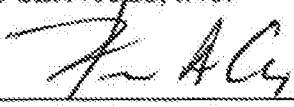
FIRSTLINE TRANSPORTATION SECURITY,
INC.

By: 
Name: Hiram A. Cox
Title: Secretary

SERVICE MANAGEMENT SYSTEMS, INC.

By: 
Name: Hiram A. Cox
Title: Secretary

MYDATT SERVICES, INC.

By: 
Name: Hiram A. Cox
Title: Secretary

BLOCK BY BLOCK CORP.

By: 
Name: Hiram A. Cox
Title: Secretary

Confirmatory Grant of Security Interest in Trademarks


TRADEMARK
REEL: 008161 FRAME: 0330

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

United States Trademarks:

Grantor	Mark	Reg. No.	Reg. Date	Country
SMS Holdings Corporation	ServiceWear Apparel 	4012686	August 16, 2011	USA
SMS Holdings Corporation	SMS Holdings	3792370	May 25, 2010	USA
Service Management Systems, Inc.	SMS Healthcare Environmental Services Hospital Housekeeping 	4825504	October 6, 2015	USA
Service Management Systems, Inc.	SMS Healthcare Environmental Services Hospital Housekeeping 	4825505	October 6, 2015	USA
Service Management Systems, Inc.	SMS Healthcare	4825502	October 6, 2015	USA
Service Management Systems, Inc.	SMS Healthcare	4825503	October 6, 2015	USA
Service Management Systems, Inc.	SMS	2871644	August, 10, 2004	USA
Mydatt Services, Inc.	Block By Block	3663485	August 4, 2009	USA
Firstline Transportation Security, Inc.	Firstline	2968384	July 12, 2005	USA

Grantor	Mark	Application No.	Application Date	Country
Block by Block Corp	datacenters america  DataCenters America	97694384	November 28, 2022	USA
Block by Block Corp	Block By Block	97693614	November 28, 2022	USA
Block by Block Corp	Datacenters America	97676519	November 14, 2022	USA